

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF MESA

THIS AGREEMENT entered into this 18th day of JANUARY, 1985 between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called "State", and the City of Mesa, acting by and through its City Council, hereinafter called "City"; and,

WHEREAS, State is empowered by Section 28-108 Arizona Revised Statutes to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of the State; and

WHEREAS, City is empowered by Section 9-672 Arizona Revised Statutes to enter into this agreement and acting by and through its City Council, has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute same on behalf of City; and

WHEREAS, State has constructed a six inch water line to service its Recker Road Maintenance Yard; and,

WHEREAS, the total cost of constructing said water line was twenty thousand nine hundred five and 64/100 dollars (\$20,905.64); and,

WHEREAS, the cost of constructing that portion of said water line lying outside state right of way was eleven thousand two hundred ninety one and 49/100 dollars (\$11,291.49); and,

WHEREAS, State desires to transfer ownership and maintenance of that certain six inch water line on the west side of South Recker Road, and situated outside state right of way, beginning at a valve situated 968 feet south of the centerline of the Superstition Freeway and running north therefrom, along the west side of South Recker Road a distance of 729 feet, to City; and,

WHEREAS, City agrees to reimburse State for said construction costs in the manner set forth below.

THEREFORE, the parties hereto agree as follows:

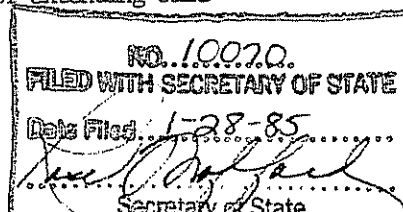
STATE SHALL:

1. Grant to City all right, title and interest in and to that certain six inch water line described above, including the right to connect to or extend said water line for the use and benefit of City without liability for payment except as otherwise herein provided.

CITY SHALL:

1. Assume ownership of said water line and shall control and maintain said line as a part of the city water system.

2. Collect, on behalf of State, a non-participation water charge in the amount of fourteen and 34/100 dollars (\$14.34) per front foot for each property fronting on the east and west sides of South Recker Road. Said charge shall become due on the date of connecting to or extending said water line.



3. Continue collecting the above enumerated charges and remitting same to State until such time as total reimbursement to State is equal to the cost of constructing that portion of said water line situated outside the right of way line as aforesaid (\$11,291.49).

4. Pay State's share of collected charges to State at its Phoenix office located at 206 South 17th Avenue, Phoenix, Arizona 85007, within a reasonable time after collecting same.

It is further agreed by and between the parties hereto that:

The property owner or party paying the above charges shall in no way acquire any interest in this agreement.

THIS AGREEMENT shall remain in full force and effect for a period of ten years from the date hereof; provided, however, that in the event the aforesaid construction costs have not been recovered by State at the end of the ten year period, then this agreement shall remain effective until such time as full recovery of said costs has been achieved.

All parties hereto acknowledge that this agreement is subject to cancellation by the Governor pursuant to the provisions of Section 38-511 Arizona Revised Statutes.

In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Section 12-1518 (B) and (C) of Arizona Revised Statutes as amended.

This agreement shall become effective on the date of filing same with the Secretary of State.

Attached hereto and incorporated herein by reference is a copy of State's resolution authorizing entry into this agreement, a copy of City's resolution passed by its City Council, a copy of the written determination of the appropriate attorney that City is authorized under the laws of the State to enter into this agreement and that said agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF MESA

By: C.N. Ford

Title: City Manager

STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION

By: Walter O. Ford

WALTER O. FORD
Chief Deputy State Engineer

ATTEST:

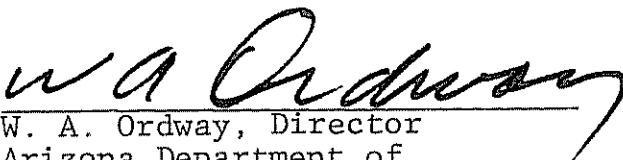
Sandra L. Lora

RECKER ROAD MAINTENANCE YARD
WATER LINE

RESOLUTION

BE IT RESOLVED on this 6TH day of AUGUST, 1984, that I, W. A. Ordway, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Intergovernmental Agreement with the City of Mesa wherein the A.D.O.T. will transfer ownership of the six inch water line on the west side of South Recker Road, servicing the Recker Road Maintenance Yard, to the City of Mesa, which the City of Mesa will maintain and will collect and pay to the A.D.O.T. a set front foot charge for developing properties fronting on Recker Road.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the Chief Deputy State Engineer.


W. A. Ordway, Director
Arizona Department of
Transportation

JDC:ks

RESOLUTION NO. 5465

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT ON BEHALF OF THE CITY OF MESA WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION.

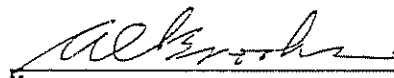
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MESA, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

Section 1: That the Water Line Agreement for the Recker Road Maintenance Yard water line extension, between the City of Mesa, and the State of Arizona, acting through its Department of Transportation, is hereby approved.

Section 2: That the City Manager is authorized and directed, on behalf of the City of Mesa, to execute the agreement, and the City Clerk is authorized and directed to attest to the signature of the City Manager thereon.

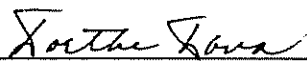
PASSED AND ADOPTED by the City Council of the City of Mesa, Maricopa County, Arizona, this 7th day of January, 1985.

APPROVED:



Mayor

ATTEST:



City Clerk



TRANSPORTATION DIVISION

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 85-036, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 23rd day of January, 1985.

ROBERT K. CORBIN
Attorney General

James R. Redpath
Assistant Attorney General
Transportation Division